



GSA Office of Real Property Utilization and Disposal  
5-15-2014

**U.S. GENERAL SERVICES ADMINISTRATION (GSA)**  
**GOVERNMENT REAL PROPERTY FOR SALE**  
**BY ONLINE AUCTION**  
**CHESTER MEMORIAL U.S. ARMY RESERVE CENTER**  
**(USARC)**  
**CHESTER, VERMONT**

**Buildings Located on Approximately 3.0 +/- Acres**



**Online Auction Opens:**  
**THURSDAY, APRIL 24th, 2014 AT 9:00 AM CDT**  
**GSA Sale No. BOSTN114028001**

**GSA ONLINE AUCTION WEB SITE**  
**WWW.REALESTATESALES.GOV**

# Invitation for Bids (IFB)

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**U.S. General Services Administration  
Former Chester Memorial US Army Reserve Center  
978 Vermont Route 11 West, Chester, VT 05143**

**IFB Number: BOSTN114028001**

The subject Property is located at 978 Vermont Route 11 West, Chester, Vermont, 05143. The Property consists of a former reserve center and an organizational maintenance shop (OMS) on approximately 3.0 +/- acres of land. The former reserve center was constructed in 1960-1961 (with an enlargement in 1980), and is a 169-foot by 96-foot L-shaped one story structure containing approximately 14,693 square feet. The OMS building is a 48-foot by 28-foot one-story, one-bay brick vehicle garage containing approximately 1,330 square feet.

Bids for the purchase of the Government-owned Property described in the Property Description portion of this Invitation for Bids (IFB) will be received continuously and will be posted at [RealEstateSales.gov](http://RealEstateSales.gov).

## **Auction Summary**

Sale Type: Online Auction

Start Date: **Thursday, April 24th, 2014, at 9:00 AM CDT**

End Date: **Thursday, June 19<sup>th</sup>, 2014, at 4:00 PM CDT**

**Starting Bid: \$50,000**

**Registration Deposit: \$15,000**

**Bid Increment: \$10,000**

## **Online Auction Website:**

<https://realestatesales.gov> Register and submit your bid.

## **Property Disposal Web Page:**

<http://propertydisposal.gsa.gov/>  
click here to view and download property Sales information.

## **Inspection Opportunities:**

The property can be viewed via open house on:  
**Wednesday, May 28th, 2014 10:00 am - 2:00 pm EST**  
**Thursday, June 12th, 2014 10:00 am - 2:00 pm EST**  
Please call for appointment

## **Sales Information and Online Auction**

## **Assistance:**

Giselle E. Rubiera, Realty Specialist  
Phone: (617) 565-5841, or (617) 565-5700  
Email: [Giselle.Rubiera@gsa.gov](mailto:Giselle.Rubiera@gsa.gov)

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## **Send Bid Form and Registration Deposit to:**

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (1PZ)  
10 Causeway Street, Suite 1010  
Boston, Massachusetts, 02222  
Attention: Lawanda Maryland

# Property Description

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## 1. Property Location

978 Vermont Route 11 West  
Chester, Windsor County, Vermont 05143

(East of the intersection of Rt 11 and Balch Rd. On the north side of Rt. 11)

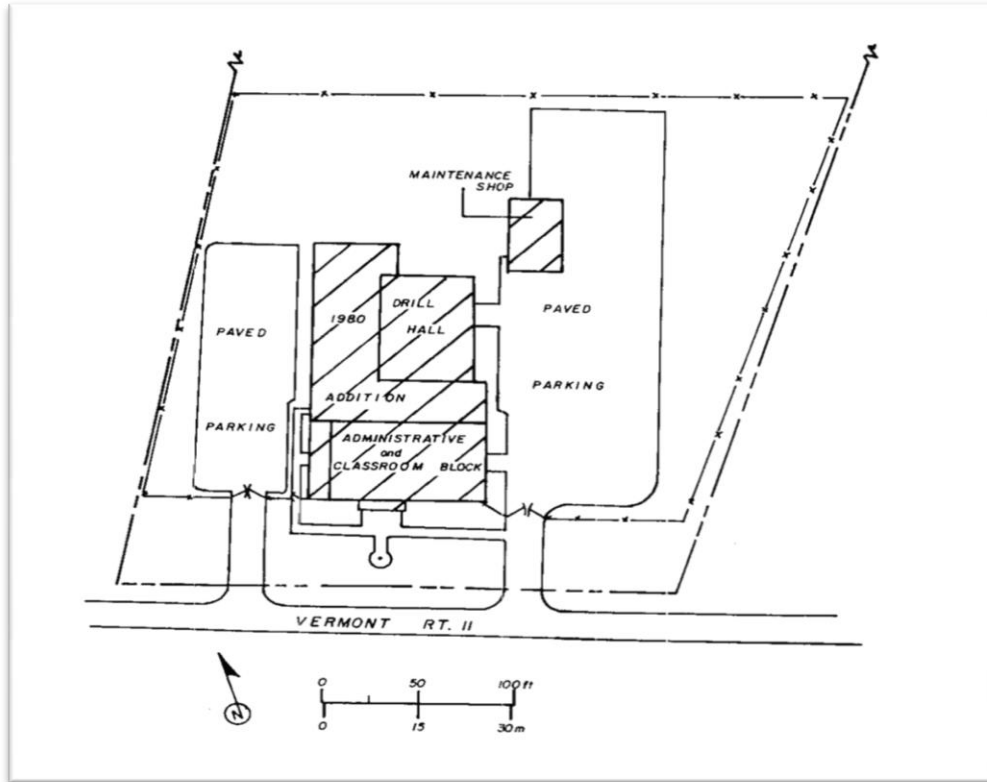
## 2. Sale Parcel Description

The subject Property consists of a former reserve center (14,693 square feet) and a maintenance shop (1,330 square feet) on approximately 3.0 acres of land. The former reserve center was constructed in 1960-1961 (with an enlargement in 1980), and is a 169-foot by 96-foot L-shaped one story structure, with a drill hall and former firing range located to the north of the expanded original building. Interior features in the original building include administrative offices and classrooms arranged along a double-loaded corridor. The large classroom at the east end is accessed by two doors and can be divided by a sliding, accordion-type wall. Interior features added to the building in 1980 include a kitchen, rifle range, arms vault, storage rooms, and a 72-foot by 52-foot drill hall. The drill hall and former rifle range are essentially windowless, and the tops of the brick walls are capped with wide metal coping. A large roll-type vehicle access door is located in the east wall of the drill hall, which has a thick concrete floor to support heavy military vehicles and equipment. The rifle range was closed in 2003. All walls on the main building are cinder with brick exterior veneer.

The maintenance shop building is a 48-foot by 28-foot one-story, one-bay brick vehicle garage with a slightly pitched, side-gabled, built-up roof. A large roll-type garage door fills the front (south) elevation, and personnel access doors are located in the east wall. A band of windows high on the rear (north) elevation lights the building.

The Property contains an approximately 0.67-acre military equipment parking area and an approximately 0.10-acre privately owned vehicle parking area. Approximately 2 acres of the site are covered by impervious surface features such as asphalt parking areas, driveways, concrete walkways, and building footprints. The remaining 1 acre of land is minimally landscaped with mowed lawns, trimmed yews, and small trees. Chain-link security fencing topped with barbed wire encloses the Property.

See Site Plan below.



Chester Memorial USARC

### 3. Legal Description

#### Tract A-100

A certain parcel of land situated in the Town of Chester, County of Windsor, State of Vermont, bounded and described as follows:

Beginning at an iron pipe which marks the southwesterly corner of land now or formerly of Edward C. Vail and Ina C. Vail on the northerly side of Vermont Rt. 11 at land now or formerly of Vaile; thence northeasterly, by land now or formerly of Vaile, 388 feet, more or less, to land now or formerly of Kenneth Brooks; thence southeasterly by land now or formerly of Kenneth Brooks, 355 feet to a point; thence southwesterly through land now or formerly of Edward C. Vail and Ina C. Vail, 440 feet, more or less, to a point on the northerly side of Vermont Tr. 11 at a point 300 feet easterly from the point of beginning; thence westerly by Vermont Route 11, 300 feet to the point of beginning. Containing 3.0 acres, more or less.

Being the same land conveyed from Edward C. Vail and Ina C. Vail to the United States of America by deed dated August 15, 1956 and recorded in the land records for the Town of Chester, Vermont on August 15, 1956 in Volume 38, Page 143.

#### **4. Utilities and Service Providers**

The Property is currently served by the following utilities:

Electric: Central Vermont Public Service

Gas: Young's Gas

Water: Town of Chester

Sanitary Sewer: There is an onsite septic tank and leach field

Solid Waste: Southern Windsor/Windham Counties Solid Waste Management District

#### **5. Existing Easements**

The Property will be sold subject to any and all existing covenants, reservations, easements, restriction and rights, recorded or unrecorded, in favor of third parties.

#### **6. Zoning**

The subject property is zoned as "R80", Residential 80,000 District. For detailed information on the present zoning, prospective bidders are urged to contact the Town of Chester Zoning Department at (802) 875-2173.

Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder. Verification of the present zoning and determination of permitted uses, along with compliance of the property for present and proposed future uses shall be the responsibility of the bidder and the Government makes no representation thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

#### **7. Statement of Condition**

- a. The Department of the Army has completed a Finding of Suitability to Transfer (FOST) and an Environmental Condition of Property (ECP). The FOST and ECP reference environmental condition on the Sale Parcel. The FOST sets forth the basis for the Government's determination that the Sale Parcel is suitable for transfer. Bidders are hereby made aware of the notifications that will be included in the deed as contained in the FOST and ECP and are summarized herein. Bidders are encouraged to review the FOST and ECP before making a bid. The FOST and ECP are available for download at <http://propertydisposal.gsa.gov/>
- b. In the FOST, which was completed by the Army in October 2012, the Government concluded that the Property is generally classified as Category 3, an area or parcel of real property where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.
- c. Relevant CERCLA Notice, Covenant, and Access Provisions will be included in the Quitclaim Deed as indicated in the FOST. *See also Section titled "Notices and Covenants".*

# GENERAL TERMS OF SALE

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## 1. DEFINITIONS

### a. **ACCEPTED BID**

The term “Accepted Bid” refers to a Bid that the Government elects to accept.

### b. **ADDITIONAL DEPOSIT**

The term “Additional Deposit” is defined in the Additional Deposit and Transaction Closing Section of the Instructions to Bidders portion of this IFB.

### c. **AGREEMENT OF SALE**

The “Agreement of Sale” is defined in the Agreement of Sale Section of the General Terms of Sale portion of this IFB.

### d. **AS-IS**

The term “As-Is” means that the Government is selling, and the Bidders are offering to purchase the Property in whatever condition it presently exists, and that the Purchaser will accept the Property “with all faults,” whether or not they could be ascertained by an inspection of the Property or review of any due diligence material available.

### e. **AUCTION**

The term “Auction” is defined in the Type of Sale Section of the Instructions to Bidders portion of this IFB.

### f. **BACKUP BIDDER**

The term “Backup Bidder” refers to the Bidder whose Bid is determined by the Government to be the second most advantageous Bid, as determined by the Government.

### g. **BID**

A “Bid” is an offer to purchase the Property subject to the terms and conditions of this IFB for an amount of money designated by the Bidder.

### h. **BID INCREMENT**

The “Bid Increment” is a specified amount of money posted on the Website.

### i. **BIDDER(S)**

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the Property.

### j. **BIDDER REGISTRATION FORM**

The term “Bidder Registration Form” refers to the form titled “Bidder Registration for Purchase of Government Property.”

- k. **CLOSING DATE**  
The "Closing Date" is defined in the Tender of Payment and Delivery of Instrument of Conveyance Section of the General Terms of Sale portion of this IFB.
- l. **EIN**  
The term "EIN" refers to an entity's Employer Identification Number.
- m. **GOVERNMENT**  
The term "Government" refers to the United States of America, and is used interchangeably with "Grantor."
- n. **GSA**  
The term "GSA" refers to the United States General Services Administration, a federal agency.
- o. **HIGH BID**  
The term "High Bid" refers to the Bid offering the highest amount of money. The Website identifies the High Bid as either the "Current Winning Bid" or the "Current Bid".
- p. **HIGHER BIDDER**  
The term "High Bidder" refers to the bidder, who bid confirms to the terms and condition of the IFB, and it the highest dollar bid at the close of the auction, and is determined by the Government to be the most acceptable bid.
- q. **INACTIVITY PERIOD**  
The "Inactivity Period" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.
- r. **INITIALLY ANTICIPATED CLOSE OF AUCTION**  
The "Initially Anticipated Close of Auction" is defined in the Auction Close Section of the Instructions to Bidders portion of this IFB.
- s. **INVITATION FOR BIDS**  
The terms "Invitation for Bids" and "IFB" refer to this document and the following items that are a part hereof: the Property Description; General Terms of Sale; Instructions to Bidders; Notices and Covenants; Special Terms of Sale (if applicable); Bidder Registration Form for Purchase of Government Property; associated leasebacks (if applicable). Any exhibits and/or forms that are attached hereto are hereby incorporated herein by reference. Should the aforementioned documents be modified or supplemented by any addenda or amendments issued by the Government prior to the conclusion of the Auction, those addenda and amendments shall be part of the IFB.
- t. **PROPERTY**  
The term "Property" refers to the property or properties described in the Property Description of this IFB.

u. **PROXY BID**

Also known as “bid by proxy” wherein the bidder established a person to bid on their behalf at auction up to a certain limit. In the case of on-line auctions, computer have automated the proxy role and bidders establish their bid limits on-line and the software answers bid challenges by automatically making the next bid increment up to the proxy limit.

v. **PURCHASE PRICE**

The “Purchase Price” is the amount of money offered in the Accepted Bid.

w. **PURCHASER**

The term “Purchaser” refers to the Bidder of the Accepted Bid, and is used interchangeably with “Grantee.”

x. **REGISTRATION DEPOSIT**

The term “Registration Deposit” is defined in the Bidder Registration and Deposit Section of the Instructions to Bidders portion of this IFB.

y. **SSN**

The term “SSN” refers to a Social Security Number.

z. **TIN**

The term “TIN” refers to a Tax Identification Number.

aa. **WHERE-IS**

The term “Where-Is” means that the Government is selling, and the Bidders are offering to purchase the Property in whatever location it presently exists.

bb. **WEBSITE**

The term “Website” refers to the GSA Auctions® website, [GSAuctions.gov](https://GSAuctions.gov), which has been developed to allow the general public the opportunity to bid electronically on a wide array of Federal assets, including real property. Auctions for real property are offered as a separate asset category at GSA Auctions and can be viewed at [RealEstateSales.gov](https://RealEstateSales.gov).

2. **DESCRIPTION AND CONDITION OF PROPERTY.** The description of the Property set forth in the IFB and any other information provided therein with respect to said property are based on information available to the GSA, Office of Real Property Utilization and Disposal (1PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the Agreement of sale, or claim by Purchaser for allowance, refund, or deduction from the Purchase Price.

- 3. INSPECTION.** The Website will be updated to include any dates on which the Property will be open for inspection for registered Bidders.

The property will be available to view on:

**Wednesday, May 28th, 2014 10:00 am - 2:00 pm EST**

**Thursday, June 12th, 2014 10:00 am - 2:00 pm EST**

- a. Additional information can be obtained on the website at [realestatesales.gov](http://realestatesales.gov). For more information call Giselle Rubiera at 617-565-5841, or email at [Giselle.Rubiera@gsa.gov](mailto:Giselle.Rubiera@gsa.gov).
- b. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

**No one will be allowed access to the Property without the presence of a Department of the Army or GSA employee or their designee.**

- 4. AGREEMENT OF SALE.** This IFB and the Accepted Bid shall constitute an agreement for the sale of the Property by and between the Purchaser and the Government (the "Agreement of Sale"). The Agreement of Sale shall constitute the entire agreement and understanding between the Purchaser and the Government and no oral statements or representations made by, for, or on behalf of either party shall be a part of the Agreement of Sale. The Agreement of Sale shall not be amended, modified, revised or otherwise altered except by a written instrument signed by both the Purchaser and the Government. In addition, the Purchaser shall not transfer or assign the Agreement of Sale or any or all of the Purchaser's interest therein without the prior, express written consent of the Government, which consent may be withheld by the Government in its sole and absolute discretion. Any assignment made without such consent shall be void.

**5. CONDITION OF PROPERTY.**

The Property is offered for sale "AS IS" AND "WHERE IS" without representation or warranty, expressed or implied. This includes, but is not limited to, representations or warranties concerning the title, zoning, development potential, character, condition, size, quantity, quality and state of repair of the Property. Unless otherwise expressly provided in this IFB, the Government makes no agreement or promise to alter, improve, adapt or repair the Property. Each Bidder shall rely solely on its own due diligence investigation in determining to place a Bid. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any particular purpose.

**6. ZONING.**

- a. The Property is zoned "R80" as Residential 80,000 District.
- b. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future

use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

- 7. RISK OF LOSS.** As of the date of conveyance of the Property, the Purchaser shall assume all obligations and liabilities of ownership to the Property including, without limitation, sole responsibility for the care and handling of the Property and all loss and/or damage related to the same (including, without limitation, the buildings and/or improvements located thereon), and no claim for any allowance or deduction upon such grounds will be considered after the close of the Auction. In the event of any damage or loss to the Property prior to conveyance of the Property to the Purchaser, the Government shall have the right to terminate the Agreement of Sale. In the event of such termination, the Government will return to the Purchaser all funds previously delivered by the Purchaser to the Government, and thereafter the Government shall have no further liability to the Purchaser.
- 8. TAXES, ASSESSMENTS AND OTHER COSTS.** As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes and/or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.
- 9. REVOCATION OF BID AND DEFAULT.** In the event of revocation of a Bid prior to acceptance of an Accepted Bid, or in the event of revocation of a Bid after acceptance of an Accepted Bid, or in the event of any default by the Purchaser in the performance of the Agreement of Sale, or in the event of failure by the Purchaser to consummate the transactions contemplated by the Agreement of Sale, the Government shall have the right, in its sole discretion: (A) to require the forfeit of the Registration Deposit and the Additional Deposit (if applicable) to the Government, following which, the Bidder or Purchaser, as the case may be, shall be relieved from further liability and obligations; or (B) to avail itself of any and all legal or equitable rights which it may have under the law.
- 10. GOVERNMENT LIABILITY.** If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason, although the Purchaser is ready, willing, and able to close; (3) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of the IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money the Purchaser has paid the Government without interest, whereupon the Government shall have NO further liability to Purchaser.

- 11. TITLE.** If a Bid for the purchase of the Property is accepted, the Government's interest will be conveyed by Quitclaim Deed or Deed Without Warranties and/or, where appropriate, a Bill of Sale in conformity with local law and practice. The Government does not pay or contract for title insurance, but the purchaser may, at its own cost and expense, wish to, acquire a title insurance policy from a local title company.
- 12. TITLE EVIDENCE.** The Purchaser, at its sole cost and expense, may procure any title evidence that said bidder desires. The Government will, however, cooperate with the Purchaser or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.
- 13. EASEMENTS, ENCROACHMENTS AND RESERVATIONS.** The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, encroachments, restrictions, rights, or covenants set forth above.
- 14. COVENANT AGAINST CONTINGENT FEES.** The Purchaser warrants that he or she has not employed or retained any person or agency that is not a "bona fide established commercial agency" (described below) to solicit or secure acceptance of a Bid upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right, in its sole discretion, to terminate the Agreement of Sale without liability and/or, in addition to any relief available to the Government pursuant to the "Revocation of Bid and Default" Section above, to recover from the Purchaser an amount equal to the amount of such commission, percentage, brokerage, or contingent fee. A "bona fide established commercial agency" has been construed to include a licensed real estate broker engaged in the business generally. In the event the Purchaser has employed or retained a bona fide established commercial agency in connection with this IFB, the Purchaser warrants that any fee or commission due to the same shall be borne solely by the Purchaser.
- 15. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.**
- a. The closing date of the sale is thirty (30) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the thirty (30) calendar day period.
  - b. By the Closing Date, the Purchaser shall tender to the Government the balance of the Purchase Price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that the Purchaser's funds have been received by the Government and are to the satisfaction of the same, the Government will deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser as of the date of conveyance of

the Property. The Government reserves the right to extend the Closing Date for a reasonable amount of time.

**16. DELAYED CLOSING AND PURCHASER'S REQUEST TO DELAY.**

- a. The Purchaser shall pay interest on the outstanding balance of the Purchase Price at the rate described in the next sentence if the completion of the transactions contemplated in this IFB is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed and begin accruing, as of the date of acceptance of the Accepted Bid, based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%).
- a. Any request by the Purchaser to extend the Closing Date is subject to the prior written approval of the Government. The Government reserves the right to refuse any such request. However, if the Government grants such request, the Government reserves the right to impose additional terms and conditions on any such grant.

**17. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING.**

- a. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain, at Purchaser's own expense, and affix to all instruments of conveyance and security documents, such revenue and documentary stamps as may be required by Federal, state and local law.
- b. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.
- c. A conformed copy of the recorded quitclaim deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (1PZ)  
Thomas P. O'Neill Federal Building  
10 Causeway Street, Suite 1010  
Boston, Massachusetts 02222  
Attn: Giselle E. Rubiera

**18. OFFICIALS NOT TO BENEFIT.** No member of or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit.

**19. SALE AND CONVEYANCE.** The sale and conveyance of the Property shall be made subject to the following: (1) All covenants, easements, reservations, restrictions, and

encumbrances, whether of record or not. (2) Any facts which a physical inspection and accurate survey of the property may disclose.

**20. REJECTION.** The Government reserves the right to reject any and all bids.

**21. SELLER'S DEFAULT.** If a bid is accepted and the Seller fails for any reason to perform its obligations as set forth herein, or title to the property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.

**22. LIABILITY.** With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

# INSTRUCTIONS TO BIDDERS

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## 1. AUCTION START DATE

The auction opens on **Thursday, April 24<sup>th</sup>, 2014, at 9:00 p.m. CDT.**

## 2. TYPE OF SALE

This sale will be an online auction conducted at the General Services Administration's (GSA) online auction website ("Website") RealEstateSales.gov. The auction will be conducted over a period of time, usually several weeks, as determined by bid activity. The date for the auction close will be announce at RealEstateSales.gov. The auction may continue beyond that date as long as bidders continue to submit higher bids. The bidders will determine when the sale closes by their bidding activity.

## 3. BIDS AND TERMS OF SALE

Bids to purchase must be on an ALL-CASH basis only. Bidders are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. The Government has no information on the availability of private financing or on the suitability of this Property for financing.

## 4. STARTING BID

**The starting bid is \$50,000.** The starting bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

## 5. BIDDER REGISTRATION AND DEPOSIT

1. Bidder registration is a three-step process. All steps must be fully completed in the manner described below.
  - a. Complete Online Registration: Bidders must register online at the Website. Once on the Website, click on "Register", establish a username and password and provide the requested account information. A username and password are used to register online and to place Bids. The password must be between six and fifteen characters. Each Bidder will be asked to read and agree to the terms and conditions of the Website, which GSA hereby reserves the right to change. Notwithstanding the above, each Bidder understands that the terms and conditions of this IFB shall govern in the event of any conflict between the terms and conditions of the Website and the terms and conditions of this IFB. A Bidder that previously registered on the Website can login using the username and password that such Bidder previously established. It is the Bidder's responsibility to establish its username and password on the Website. In the event a Bidder forgets its username or password, or both, or is locked out from the Website, GSA staff cannot assist in retrieving a lost or forgotten username and/or password.

- b. A Bidder may register on the Website as either an individual or as an entity provided, however, that the Bidder information submitted as a part of the registration on the Website must be the same information provided on the Bidder Registration Form. Any request to change the name of the Purchaser after acceptance of any Bid may be withheld or granted by the Government in its sole and absolute discretion. If an individual wishes to Bid on the Property as both an individual and as the authorized representative of an entity, such Bidder must ensure that the individual and the entity are separately registered and, thereafter, place Bids accordingly.
  - c. In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the TIN must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to Bid without providing a TIN. A TIN is defined as an individual's SSN or a business entity's EIN. If a Bidder registers as an individual, his or her SSN will be validated with such individual's name and address. If a Bidder registers as an entity, its EIN will be validated with such entity's name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only to verify the data submitted by the Bidder and for any refund of the Registration Deposit.
  - d. A credit card validation process will be conducted to prevent potential fraudulent bidding activity and to ensure that Bidders are prepared to accept responsibility for their bidding activity. The credit card information provided as a part of the online registration process is used strictly for validation purposes. The Website does not automatically charge credit cards on file.
  - e. For more information and assistance with the online registration process, please go to the Website.
2. Complete Bidder Registration Form: Bidders must complete and submit the Bidder Registration Form that accompanies this IFB. All information and certifications requested thereon must be provided. Any Bidder Registration Form that fails to furnish all required information or certifications may be summarily rejected. The Bidder Registration Form must be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the Bidder Registration Form. The Bidder Registration Form must be signed and dated. Additional Bidder Registration Forms are available upon request or Bidders may photocopy and/or print the form that accompanies this IFB.
3. Provide Registration Deposit:
- a. A deposit in the amount of **\$15,000** (the “**Registration Deposit**”) must accompany a Bidder's Bidder Registration Form. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover or American Express). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: “U.S. General Services Administration.” If a Registration Deposit

will be paid by credit card, Bidders must also provide the requested credit card information under the portion of the Bidder Registration Form titled “Registration Deposit”. The Registration Deposit cannot be made via the Website. All Registration Deposits paid by cashier’s check or certified check will be deposited with the U.S. Treasury, in a non-interest bearing account, promptly following the Government’s receipt of the same.

To complete the Bidder registration process, send the completed Bidder Registration Form, along with the Registration Deposit, to:

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (1PZ)  
Thomas P. O’Neill Federal Building  
10 Causeway Street, Suite 1010  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland

If the Registration Deposit is to be paid by credit card, the Bidder Registration Form can also be submitted to GSA by fax at (617) 565-5720.

At such time that the Bidder completes the online registration process on the Website, GSA receives the fully completed Bidder Registration Form, and GSA verifies the Bidder’s Registration Deposit is received and in satisfactory form, the Bidder will be allowed to participate in the Auction.

- b. It is the responsibility of the Bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No Bidder will be allowed to participate in the Auction until the entire registration process is complete.
- c. Registration may occur at any time prior to the close of the Auction. The Government, however, makes no representation or guarantee that a Bidder’s registration will be completed prior to the announced date and time for the anticipated close of the Auction. Therefore, Bidders are encouraged to register before the Auction opens.
- d. In the event a party completes the Bidder registration process, but never places a Bid on the Website, such party will be entitled to a refund of its Registration Deposit.

## **6. BIDDING IN GENERAL**

- a. Registered bidders may place an initial bid online by following the instructions at RealEstateSales.gov. By submitting your bid through RealEstateSales.gov, you agree that your bid is a binding offer. You will be legally obligated for any and all bids submitted using your Username and password.
  1. After successful completion of the registration process, users, also known as "Bidders," are permitted to participate in online auctions. The Bidder Menu provides you with the capability to browse and place bids; track items of interest; follow auctions where bids have been placed; to change your personal information and settings; and to access an easy-to-use online Help Menu.
  2. The Website provides up-to-date information on your bidding status. You can check the bidding status by clicking on the Bid History.
- b. Bids received through RealEstateSales.gov are date and time stamped Central Time. The Government will not be responsible for any discrepancies between the time indicated on the Website and the apparent time indicated, displayed, or otherwise stated or represented by a registered bidder.
- c. Bids must be submitted without contingencies.
- d. Bidders that are currently in default status on GSA Auctions®, for non-payment or non-removal of items, will not be allowed to place bids for real property. They will only be allowed to "browse" the items. Once a bidder cures their default, they will be unblocked and be given access to begin bidding on items upon receipt of the required Registration Deposit. For more information, review the GSA Auctions® Terms and Conditions.

## **7. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION**

- a. Bidders are strongly encouraged to monitor bidding activity at RealEstateSales.gov. New bids are immediately posted at RealEstateSales.gov upon receipt. If you no longer have the high bid and the sale has not closed, you can go back to the item and place another bid. Bids cannot be lowered or canceled.
- b. If your bid is not accurately shown on RealEstateSales.gov, then you should call GSA at 617-565-5841, or 617-565-5700. Bidders are urged to pay close attention to RealEstateSales.gov which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

## **8. INCREASING YOUR BID ONLINE – PROXY BIDDING**

- a. RealEstateSales.gov allows you to place either a flat or automatic ("proxy") bid. A flat bid is for an amount at least the current bid plus the posted minimum Bid Increment. If the bid is greater than another bidder's automatic bid, the system will consider this flat bid as the current (winning) bid. If the bid is less than or equal to another bidder's automatic bid, the system will record the bid but it will not be

considered the current (winning) bid. The required minimum bid will be specified on the bid screen and once entered it will be displayed as the winning bid unless an automatic bid that is greater than this amount has been placed.

- b. An automatic bid is an amount that you set above the posted minimum bid. RealEstateSales.gov will use as much of your bid as needed to make you the current winner of the auction or to meet the auction's reserve price, if set. The system will automatically apply the minimum Bid Increment up to the total amount bid to make you the current winner of the auction or to meet the auction's reserve price. Your automatic bid amount is not shown to other bidders until it is reached through competitive bidding. You may increase or decrease your automatic bid amount but it must be greater than the current bid amount plus the Bid Increment. If you are currently the winner in an auction, increasing your automatic bid will not increase your current bid until challenged by another bid. Changing your automatic bid may affect the indicated time remaining. If the system reaches your automatic bid limit, it stops bidding for you. Submit another bid if you want to continue bidding. If you selected to receive e-mail notifications during registration, the system will notify you if you are no longer holding the winning bid. You can submit another flat bid or reset your automatic bid amount if you want to continue bidding. If a reserve price is set, RealEstateSales.gov will use as much of your bid as needed to meet the reserve price.
- c. When two automatic bids compete, the greater of the two always wins. If the greater automatic limit does not exceed the lesser automatic limit by the full stated Bid Increment, then the greater automatic limit bid is placed.
- d. If you learn from RealEstateSales.gov that your bid was not the high bid, or if another bidder exceeds your previous high bid, you may increase your bid at RealEstateSales.gov until such time as bidding is closed. Increases in previously submitted bids are welcome and your Registration Deposit will apply to subsequent increased bids. All increased bids must be made online. **The Government reserves the right to modify the Bid Increment at any time prior to the close of the auction.**

## **9. TRANSMISSION AND RECEIPT OF BIDS**

- A. The Government will not be responsible for any failure attributable to the inability of the bidder to transmit or the Government to receive a bid by any method. Failure to receive a bid may include, but is not limited to the following:
  - a) Receipt of a garbled or incomplete bid.
  - b) Availability or condition of the sending or receiving electronic equipment.
  - c) Incompatibility between the sending and receiving equipment and software.
  - d) Malfunctioning of any network, computer hardware or software.
  - e) Delay in transmission or receipt of a bid.

- f) Failure of bidder to properly identify the bid.
  - g) Security of bid data.
  - h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures.
  - i) Unavailability of GSA personnel.
- B. If your bid is not accurately shown or you cannot enter a bid at RealEstateSales.gov then you should call GSA at 617-565-5841 or 617-565-5700 for assistance.
- C. The Website will NOT be available during the following system maintenance windows:
- Saturday: 5:00 a.m. to 8:00 a.m. CT
  - Sunday: 6:00 a.m. to 10:00 a.m. CT
- D. The Website may NOT be available during the following system maintenance window:
- Wednesday: 5:00 a.m. to 6:30 a.m. CT

## **10. AUCTION CLOSE**

- a. The Government will announce a date and time for the Close Time on RealEstateSales.gov. The Government will also set a Bid Interval or "challenge" period for bids. The Time Remaining countdown clock announces the time left to bid. The High Bid must survive the Bid Interval without challenge, usually within 24 hours of the auction close time, to win. If the High Bid on the announced date and time survives the full Bid Interval period without challenge, then bidding will close at the stated time and consideration for award will be given to the High Bidder.
- b. If an increased bid is received within the Time Remaining and the Bid Interval is 24 hours, then bidding will be held over for an additional Bid Interval (including weekends and Federal holidays) on the same terms. This process will continue until the high bid survives the full Bid Interval period unchallenged. Bid Intervals may be changed from 24 hours (reduced or increased) as determined by the Government. For Bid Intervals of less than 24 hours, the auction will not close during non-business hours, weekends or Federal holidays and the bidding will continue to the next business day. The Government reserves the right to increase or decrease the Bid Interval at any time prior to the close of the auction. Bidder agrees that notices of changes to the sale are satisfactory when made available on the Website at RealEstateSales.gov.

## **11. CONTINUING OFFERS**

- a. Each bid received shall be deemed to be a continuing offer for thirty (30) calendar days after the close of the online auction until the bid is accepted or rejected by the Government.

- b. If the Government desires to accept any bid after the expiration of the thirty (30) calendar days, the consent of the bidder shall be obtained prior to such acceptance.

## **12. ACCEPTABLE BID**

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

## **13. BID EXECUTED ON BEHALF OF BIDDER**

- a. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.
- b. If the bidder is a corporation, the Certificate of Corporate Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- c. If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.
- d. If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager.

## **14. NOTICE OF ACCEPTANCE OR REJECTION**

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

## **15. AUCTION SUSPENSION OR CANCELLATION**

The Government reserves the right to temporarily suspend or cancel the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount re-open bidding and allow the auction to proceed according to the bidding terms described herein. The

Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

#### **16. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING**

- a. Within two (2) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount, if required, in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the total bid. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.
- b. Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within thirty (30) calendar days after acceptance of bid. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

#### **17. REFUND OF REGISTRATION DEPOSITS**

- a. Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check may elect to receive the refund by U.S. Treasury check or by an electronic funds transfer (EFT). Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number (EON). The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected only for the proper refund of the Registration Deposit. Refunds will only be processed to the same individual or entity identified by the TIN. Bidders requesting to receive a refund by EFT will be required to provide additional information to GSA including bank account information to process the refund. Registration Deposits provided by credit card will be credited to the same account number provided.
- b. Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 18, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds by U.S. Treasury check or by EFT will be processed in a timely manner but may require several weeks to complete. Refunds to a credit card will usually be processed within three business days.

#### **18. BACKUP BIDDER**

- a. The second-highest bidder will be the Backup Bidder. The Backup Bidder may be considered for award as the successful bidder for the duration of Continuing Offer period described in Paragraph 11, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to increase its initial bid deposit to the required 10% of the purchase price. The Backup Bidder's Registration Deposit may be retained, at the Government's discretion, without interest, until the High Bidder either provides the 10%

bid deposit or completes the transaction. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

- b. The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 17, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and make an award that is in the best interest of the Government.

#### **19. ADDITIONAL INFORMATION**

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <http://propertydisposal.gsa.gov> or [www.RealEstateSales.gov](http://www.RealEstateSales.gov).

#### **20. WAIVER OF INFORMALITIES OR IRREGULARITIES**

The Government may, at its election, waive any minor informality or irregularity in bids received.

## **NOTICES AND COVENANTS**

**The following Notice and Covenants will be inserted in the Quitclaim Deed.**

The following CERCLA Notice, Covenant, and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

**I. Property Covered by Notice, Description, Access Rights, and Covenants Made Pursuant to Section 120(h)(3)(A) of the Comprehensive Environmental Response Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)):**

For the Chester Memorial USAR Center, the Grantor provides the following notice, description, and covenants and retains the following access rights:

**A. Notices Pursuant to Section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Section 9620(h)(3)(A)(i)(I) and (II)):**

Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(I) and (II)), available information regarding the type, quantity, and location of hazardous substances and the time at which such substances were stored, released, or disposed of, as defined in section 120(h), is provided in Table 1, attached hereto and made a part hereof.

**B. Description of Remedial Action Taken, if Any, Pursuant to Section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(i)(III)):**

Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(III)), a description of the remedial action taken, if any, on the property is provided in Table 1, attached hereto and made a part hereof.

**C. Covenant Pursuant to Section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(ii) and (B)):**

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that –

(a) all remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

(b) any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

**D. Access Rights Pursuant to Section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. § 9620(h)(3)(A)(iii)):**

The United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which a remedial action or corrective action is found to be necessary on the part of the United States, without regard to whether such remedial action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, testpitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee and its successors and assigns and shall run with the land.

In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the property and exercise its rights under this clause, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. At the completion of work, the work site shall be reasonably restored. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee, nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

In exercising such easement and right of access, neither the Grantee nor its successors and assigns, as the case may be, shall have any claim at law or equity against the United States or any officer or employee of the United States based on actions taken by the United States or its officers, employees, agents, contractors of any tier, or servants pursuant to and in accordance with this clause: Provided, however, that nothing in this paragraph shall be considered as a waiver by the Grantee and its successors and assigns of any remedy available to them under the Federal Tort Claims Act.

**II. OTHER DEED PROVISIONS:**

**A. "AS IS"**

a. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property and accepts the condition and state of repair of the subject Property. The Grantee understands and agrees that the Property and any part thereof is offered "AS IS" without any representation, warranty, or guaranty by the Grantor as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose(s) intended by the Grantee, and no claim for allowance or deduction upon such grounds will be considered.

b. No warranties, either express or implied, are given with regard to the condition of the Property, including, without limitation, whether the Property does or does not contain asbestos or lead-based paint. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos, lead-based paint, or other conditions on the Property. The failure of the Grantee to inspect or to exercise due diligence to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand against the United States.

c. Nothing in this “As Is” provision will be construed to modify or negate the Grantor’s obligation under the CERCLA Covenant or any other statutory obligations.

## **B. HOLD HARMLESS**

a. To the extent authorized by law, the Grantee, its successors and assigns, covenant and agree to indemnify and hold harmless the Grantor, its officers, agents, and employees from (1) any and all claims, damages, judgments, losses, and costs, including fines and penalties, arising out of the violation of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed by the Grantee, its successors and assigns, and (2) any and all any and all claims, damages, and judgments arising out of, or in any manner predicated upon, exposure to asbestos, lead-based paint, or other condition on any portion of the Property after the date of conveyance.

b. The Grantee, its successors and assigns, covenant and agree that the Grantor shall not be responsible for any costs associated with modification or termination of the NOTICES, USE RESTRICTIONS, AND RESTRICTIVE COVENANTS in this Deed, including without limitation, any costs associated with additional investigation or remediation of asbestos, lead-based paint, or other condition on any portion of the Property.

c. Nothing in this Hold Harmless provision will be construed to modify or negate the Grantor’s obligation under the CERCLA Covenant or any other statutory obligations.

## **C. POST-TRANSFER DISCOVERY OF CONTAMINATION**

a. If an actual or threatened release of a hazardous substance or petroleum product is discovered on the Property after the date of conveyance, Grantee, its successors or assigns, shall be responsible for such release or newly discovered substance unless Grantee is able to demonstrate that such release or such newly discovered substance was due to Grantor’s activities, use, or ownership of the Property. If the Grantee, its successors or assigns believe the discovered hazardous substance is due to Grantor’s activities, use or ownership of the Property, Grantee will immediately secure the site and notify the Grantor of the existence of the hazardous substances, and Grantee will not further disturb such hazardous substances without the written permission of the Grantor.

b. Grantee, its successors and assigns, as consideration for the conveyance of the Property, agree to release Grantor from any liability or responsibility for any claims arising solely out of the

release of any hazardous substance or petroleum product on the Property occurring after the date of the delivery and acceptance of this Deed, where such substance or product was placed on the Property by the Grantee, or its successors, assigns, employees, invitees, agents or contractors, after the conveyance. This paragraph shall not affect the Grantor's responsibilities to conduct response actions or corrective actions that are required by applicable laws, rules and regulations.

#### **D. ENVIRONMENTAL PROTECTION PROVISIONS**

The Environmental Protection Provisions are below. The Grantee shall neither transfer the property, lease the property, nor grant any interest, privilege, or license whatsoever in connection with the property without the inclusion of the Environmental Protection Provisions contained herein, and shall require the inclusion of the Environmental Protection Provisions in all further deeds, easements, transfers, leases, or grant of any interest, privilege, or license.

#### **ENVIRONMENTAL PROTECTION PROVISIONS**

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

##### **1. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT**

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material "ACM" has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The following building(s) on the Property has (have) been determined to contain friable asbestos: Administration Building and OMS. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned buildings that may be required under applicable law or regulation at no expense to the Grantor. The Grantor has agreed to transfer said buildings to the Grantee, prior to remediation or abatement of asbestos hazards, in reliance upon the Grantee's express representation and covenant to perform the required asbestos abatement or remediation of these buildings.

C. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation,

any asbestos or ACM hazards or concerns.

## **2. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE**

A. The Grantee is hereby informed and does acknowledge that all buildings on the Property, which were constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every purchaser of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that there is a risk of exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning.

B. The Grantee covenants and agrees that it shall not permit the occupancy or use of any buildings or structures on the Property as Residential Property, as defined under 24 Code of Federal Regulations Part 35, without complying with this section and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards. Prior to permitting the occupancy of the Property where its use subsequent to sale is intended for residential habitation, the Grantee specifically agrees to perform, at its sole expense, the Army's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992).

C. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its lead-based paint content and condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any lead-based paint hazards or concerns.

## **3. NOTICE OF PESTICIDE APPLICATIONS**

The Grantee is hereby notified and acknowledges that registered pesticides have been applied to the Property conveyed herein and may continue to be present thereon. The Grantee further acknowledges that where a pesticide was applied by the Grantor or at the Grantor's direction, the pesticide was applied in accordance with its intended purpose and consistently with the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) (7 U.S.C. § 136, et seq.) and other applicable laws and regulations.

The Grantee covenants and agrees that if the Grantee takes any action with regard to the Property, including demolition of structures or any disturbance or removal of soil that may expose, or cause a release of, a threatened release of, or an exposure to, any such pesticide, Grantee assumes all responsibility and liability therefore

**TABLE 1 -- NOTIFICATION OF HAZARDOUS SUBSTANCE STORAGE, RELEASE OR DISPOSAL**

<b>Building Number</b>	<b>Name of Hazardous Substance(s)</b>	<b>Date of Storage, Release or Disposal</b>	<b>Remedial Actions</b>
Wash Rack Area	Metals, PCBs	1956 to mid 2000 – 2010s	None required. PCBs were detected in the area of the wash rack during an investigation in 2009, but at concentrations that do not require a removal or remedial response. Refer to Section 6.0 of the 2011 ECP Update Report for additional information.
Septic System Leach Field	Acetone, Barium	1956 to mid 2000 – 2010s	None required. Acetone and Barium were detected in the area of the septic system leach field, however at concentrations that do not require a removal or remedial response. Refer to Section 6.0 of the 2011 ECP Update Report for additional information.
<p>* The information contained in this notice is required under the authority of regulations promulgated under section 120(h) of the Comprehensive Environmental Response, Liability, and Compensation Act (CERCLA or “Superfund”) 42 U.S.C. §9620(h). This table provides information on the storage of hazardous substances for one year or more in quantities greater than or equal to 1,000 kilograms or the hazardous substance’s CERCLA reportable quantity (whichever is greater). In addition, it provides information on the known release of hazardous substances in quantities greater than or equal to the substances CERCLA reportable quantity. See 40 CFR Part 373.</p>			

Property Name: Chester Memorial Army Reserve Center Property Address: 978 Vermont Route 11 West Chester, Vermont Sale/Lot Number: <b>BOSTN114028001</b> <u>REGISTRATION DEPOSIT: \$15,000</u>	USERNAME: _____ (as established at RealEstateSales.gov)
Bidder Information: Please print or type legibly.	

E-mail: \_\_\_\_\_@\_\_\_\_\_

☐ An individual \_\_\_\_\_  
☐ A partnership consisting of \_\_\_\_\_  
☐ A limited liability partnership consisting of \_\_\_\_\_  
☐ A corporation, incorporated in the State of \_\_\_\_\_  
☐ A limited liability company \_\_\_\_\_  
☐ A trustee, acting for \_\_\_\_\_  
☐ Other \_\_\_\_\_

Registration Deposit (check one):

□ American Express

Name of Bidder as it appears on credit card \_\_\_\_\_

The undersigned bidder will be bound by any and all bids placed online at <http://www.realestatesales.gov> for the purchase of the property described in Invitation for Bids No. **BOSTN114028001** (the "IFB"). The undersigned bidder hereby certifies that it has read and understands the terms and conditions of the IFB and that any bid placed online at the above-referenced website will be made subject to the IFB and any and all amendments to the same. This Bidder Registration Form for Purchase of Government Real Property is also made subject to the terms of the IFB, and any and all amendments to the IFB. If a bidder is providing the Registration Deposit (as such term is described in the IFB) by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event the bidder becomes the Purchaser (as such term is defined in the IFB), the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected only to register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Send Registration Form with Registration Deposit to:

FAX: (617) 565-5720 (if deposit by credit card)

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**CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER**

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property  
see Page 20, Paragraph 13, Bid Executed On Behalf Of Bidder for instructions)

**FORMER CHESTER MEMORIAL ARMY RESERVE CENTER**

**978 Vermont Route 11 West, Chester, VT 05143**

**IFB Number: BOSTN114028001**

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that \_\_\_\_\_  
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then  
\_\_\_\_\_ of said Corporation/Organization; that said bid was  
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body  
and is within the scope of its corporate/organization powers.

\_\_\_\_\_  
(Signature of Certifying Officer/Manager)  
(Corporate Seal Here, if applicable)

## Chester Memorial USARC Pictures



Chester VT USARC Front of the property



Chester VT USARC Drill Hall



Chester VT USARC Hallway



Chester VT USARC Garage



Chester VT USARC Propane Gas Area



Chester VT USARC Boiler Room